

SAN DIEGO GULLS – GULLS GIRLS TRYOUTS
CONSENT, INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT (ADULT)

FOR AND IN CONSIDERATION of my (the undersigned) participation in the San Diego Gulls activities, which may include, without limitation, activities at and the use of any of the premises and facilities commonly known as The Rinks - Poway ICE (the "Facility"), and any equipment supplied in connection therewith (collectively, "Participation"), to the fullest extent permitted by applicable laws, I agree as follows:

1. I acknowledge that the risk of exposure to or transmission of bacteria and viruses exists in any place where people are gathered. By engaging in the Participation, including, for example, entering the Facility, I voluntarily assume all risks of such exposure. I agree to abide by all rules, suggestions and guidelines of the Facility. Facility has not made, and I am not relying upon, any representation or warranty, express or implied, that the Facility or any employees, patrons, guests or employees are free from bacteria and/or viruses or that any particular precautions, actions, preventions or disinfecting in and around the Facility is effective in the prevention of or exposure to bacteria and/or viruses. I agree that I will not engage in the Participation, including for example, entering the Facility, if I have a communicable disease or illness, am suspected to have or exhibit or experience communicable disease or illness symptoms, and shall notify the Facility of such symptoms or if I am found to have a communicable disease or illness within fourteen (14) days prior to or after the Participation. Facility reserves the right to condition or refuse entry to me based upon information received or upon guidelines or requirements provided by governmental authorities and agencies (including without limitation, the Centers for Disease Control and Prevention), industry recommendations, or otherwise pursuant to Facility's own guidelines, regulations or independent determination. If requested, including without limitation, prior to and as a condition of entering the Facility, I consent to health screenings by a representative or agent of Facility, including without limitation, temperature measurement and health questionnaires.

2. In addition to Section 1, above, I acknowledge and I am aware of the hazards, dangers and risks (inherent or otherwise) in connection with the Participation, including, without limitation, property damage, property loss, property theft, economic loss, accident, minor injury or serious injury (known or unknown), which may include permanent disability or paralysis, or death to myself, to other participants, to spectators or other third parties (collectively, "Injury"). I further acknowledge that there are natural factors and occurrences which may impact or affect the safety of the Participation. I warrant that I am in good health and have no physical conditions that would prevent me from being involved in or acting in connection with the Participation.

3. **I assume full responsibility for, and all risk of, any illness, accident, bodily injury, death, property loss, property theft or property damage that may result for any reason, including by acts of negligence, in connection with the Participation, whether caused by the San Diego Gulls Hockey Club, LLC, Ice Management, LLC and/or each of their respective parent, related, affiliate, successor and/or subsidiary companies (and their respective owners, officers, directors, employees, members, agents, subtenant, landlords and/or sublandlords) (collectively, the "Releasees"), me, another participant, any third persons or otherwise.**

4. I agree that prior to participating in any activity relating to the Participation, including without limitation, at the Facility, I will inspect the premises and surrounding area and all equipment to be used. If through my inspection I determine that anything related to the Participation is unsafe, I will immediately advise an official of the Facility of the unsafe condition and will not participate until the condition is corrected.

5. If I become injured or ill as a result of the Participation, I authorize the Releasees to administer, or cause and consent to the administration of, whatever first aid, medical care, dental care or other treatment and medications as may be necessary under the circumstances, including treatment by a physician, emergency medical technician, dentist or hospital ("Treatment"), although I acknowledge that the Releasees have no obligation to do so and that the Releasees do not endorse the services of any physician or hospital that may provide such Treatment. I understand that I will be financially responsible for the cost of any such care, treatment or medication and that the Releasees will have no obligation to pay any such costs of any Treatment and agree to reimburse the Releasees for any such costs incurred.

6. **I RELEASE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES of and from any and all claims, causes of action, suits, demands, damages, losses, liabilities, costs, expenses and any actions of any kind whatsoever (collectively, "Claims"),** known or unknown, existing now or in the future, that I, my heirs, executors, administrators, next of kin, assigns or any third party may now or hereafter have against the Releasees, arising in any way as a result of or in connection with the Participation and any Treatment, including, without limitation, any Injury suffered by me, my heirs, executors, administrators, next of kin and assigns or any other party and regardless of any fault or passive or active negligence on the part of the Releasees, myself or any third party. I expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

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7. I grant to the Releasees, and any person or entity acting under the Releasee's permission or with the Releasee's authority, permission to photograph, film, videotape or record me while at the Facility, and a non-exclusive license to use my likeness, image, photograph and name for any and all commercial and non-commercial purposes in perpetuity including, without limitation, in connection with the marketing, promotion and/or advertising of the Facility, the Releasees and/or their affiliates in any media known and unknown or hereinafter developed without geographic or time restrictions.

8. This Agreement constitutes my entire understanding regarding the subject matter of this Agreement and supersedes any prior statements, agreements or representations (written or oral) regarding that subject matter. No oral representations, statements or inducements apart from this Agreement as written have been made to me. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, such invalidity will not affect any other provision that can be given full effect without the invalid provision.

9. **BINDING ARBITRATION:** This Agreement and any dispute or Claims whatsoever between me and the Facility and Releasees, including, without limitation, my Participation and any Injury or Treatment, shall be governed by and construed in accordance with the internal laws of the State of California exclusive of conflict or choice of the law rules and, subject to the following provision related to arbitration of disputes, the parties consent to the exclusive jurisdiction of the Superior Court of the State of California for the County of Orange. Any dispute or Claims between me and the Facility and Releasees, including without limitation, arising out of or relating to this Agreement, my Participation, any Injury, any Treatment and the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitration proceedings and award shall be confidential, except as otherwise required by court order or as necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, advisors and family members. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude a party from seeking provisional remedies in aid of arbitration from the Superior Court of the State of California for the County of Orange. Each party shall bear its own costs and fees of arbitration.

10. I have carefully read this Agreement, and I know and understand what it means, including that it is a complete waiver and release of liability, waiver of a jury trial and promise to indemnify and not to sue or make a claim. My signature below is my own free and voluntary act and I intend this Agreement to be legally binding on me. I certify that I am at least 18 years old.

Signature: _____ Date: _____, 2021
Print Name: _____ Phone #: (____) _____
Address: _____